

EXECUTED IN 6 COUNTERPARTS

OF WHICH THIS IS NO. 6

RECORDATION NO. 6701 *Q*  
MAR 25 1974 - 11 30 AM  
INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT

Dated as of February 1, 1974

Among

THE EQUITABLE TRUST COMPANY,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

and

THE BALTIMORE AND OHIO RAILROAD COMPANY

---

Covering 303 Used Locomotives

SUPPLEMENTAL AGREEMENT dated as of February 1, 1974, among THE EQUITABLE TRUST COMPANY, a Maryland corporation (hereinafter called the Seller), THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation (hereinafter called C&O), and THE BALTIMORE AND OHIO RAILROAD COMPANY, a Maryland corporation (hereinafter called B&O).

WHEREAS, THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation (hereinafter called the Lessor), was the owner of 303 used locomotives (hereinafter called the Locomotives), previously delivered and leased by the Lessor to B&O, bearing B&O markings and road numbers, pursuant to nine Leases of Railroad Equipment as respectively supplemented and extended (hereinafter called the Leases), of record with the Interstate Commerce Commission, all as set forth in Schedule A to the Purchase Agreement hereinafter referred to; and

WHEREAS, the Seller, B&O, C&O, and the Lessor executed a Purchase Contract and Conditional Sale Agreement dated as of July 1, 1972 (hereinafter called the Conditional Sale Agreement) filed and recorded with the Interstate Commerce Commission on August 23, 1972 under recordation number 6701; and

WHEREAS, pursuant to the Conditional Sale Agreement, the Leases were terminated, the Lessor sold to the Seller and the Seller purchased from the Lessor and the Lessor received payment therefor, and the Seller immediately after such purchase sold to C&O and C&O purchased from the Seller, on the terms and conditions set forth in the Conditional Sale Agreement, and C&O concurrently sold to B&O, the Locomotives, and C&O executed an Agreement with

B&O to such effect dated as of July 1, 1972, and subject to the Conditional Sale Agreement; and

WHEREAS, B&O now desires to effect a change in the identifying road numbers of twelve (12) of the Locomotives subject to the Conditional Sale Agreement, and the Seller and C&O hereby consent thereto;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, it is hereby agreed between the parties hereto as follows:

(1) Schedule A to the Conditional Sale Agreement is hereby amended by changing the road numbers of twelve (12) of the Locomotives as follows:

<u>Eliminated Old Numbers</u>	<u>Substituted New Numbers</u>	<u>Eliminated Old Numbers</u>	<u>Substituted New Numbers</u>
6413	5613	6419	5619
6414	5614	6420	5620
6415	5615	6421	5621
6416	5616	6422	5622
6417	5617	6423	5623
6418	5618	6424	5624

(2) B&O at its expense will promptly cause this Supplemental Agreement to be filed, recorded or deposited with the Interstate Commerce Commission.

(3) Except as amended and supplemented hereby, the Conditional Sale Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed as of the date first above written.

THE EQUITABLE TRUST COMPANY

(Corporate Seal)

Attest:

  
Assistant Secretary

By   
Senior Vice President

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

(Corporate Seal)

By

**Treasurer**

**Attest:**

Assistant Secretary

THE BALTIMORE AND OHIO RAILROAD COMPANY

(Corporate Seal)

By

**Treasurer**

**Attest:**

Assistant Secretary

Appd. as to  
Legal Form

P216  
General Attorney

STATE OF MARYLAND )

SS:

CITY OF BALTIMORE )

On this 14th day of March, 1974, before me personally appeared Robert W. Irving, to me personally known, who, being by me duly sworn, says that he is a Senior Vice President of THE EQUITABLE TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(NOTARIAL SEAL)

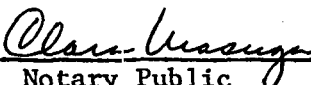
**Notary Public**

My Commission Expires: July 1, 1974.

STATE OF OHIO       )  
                          ) ss:  
COUNTY OF CUYAHOGA )

On this 8TH day of March, 1974, before me personally appeared L. C. ROIG, JR., to me personally known, who, being by me duly sworn, says that he is the Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

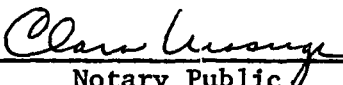
(NOTARIAL SEAL)

  
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Notary Public  
CLARA MASUGA  
Notary Public for Cuyahoga County  
My Commission Expires April 21, 1974

STATE OF OHIO       )  
                          ) ss:  
COUNTY OF CUYAHOGA )

On this 8TH day of March, 1974, before me personally appeared L. C. ROIG, JR., to me personally known, who, being by me duly sworn, says that he is the Treasurer of THE BALTIMORE AND OHIO RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(NOTARIAL SEAL)

  
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Notary Public  
CLARA MASUGA  
Notary Public for Cuyahoga County  
My Commission Expires April 21, 1974